## IN THE UNITED STATES BANKRUPTCY COURT FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

Angela M. Fulwiley fka Angela M. Williams Debtor CHAPTER 13

THE BANK OF NEW YORK MELLON, F/K/A The Bank of New York as trustee for registered Holders of CWABS, Inc., Asset-Backed Certificates, Series 2005-14

NO. 18-04217 HWV

Movant

vs.

Angela M. Fulwiley fka Angela M. Williams

11 U.S.C. Section 362

<u>Debtor</u>

Charles J. DeHart, III Esq.

<u>Trustee</u>

## **STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is \$799.86, which breaks down as follows;

Post-Petition Payments:

August 2019 to September 2019 at \$450.14/month

Less Suspense:

\$100.42

**Total Post-Petition Arrears** 

\$799.86

- 2. The Debtor(s) shall cure said arrearages in the following manner;
- a). Beginning on October 1, 2019 and continuing through March 1, 2020, until the arrearages are cured, Debtor(s) shall pay the present regular monthly payment of \$450.14 on the mortgage (or as adjusted pursuant to the terms of the mortgage) on or before the first (1<sup>st</sup>) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month), plus an installment payment of \$133.31 towards the arrearages on or before the last day of each month at the address below;

## CARRINGTON MORTGAGE SERVICES, LLC P.O. BOX 3730 ANAHEIM, CA 92806

b). Maintenance of current monthly mortgage payments to the Movant thereafter.

3. Should debtor(s) provide sufficient proof of payments (front & back copies of

cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account

accordingly.

4. In the event the payments under Section 2 above are not tendered pursuant to the

terms of this stipulation, the Movant shall notify Debtor(s) and Debtor's attorney of the default in

writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice.

If Debtor(s) should fail to cure the default within fifteen (15) days, the Movant may file a

Certification of Default with the Court and the Court shall enter an Order granting the Movant relief

from the automatic stay.

The stay provided by Bankruptcy Rule 4001(a)(3) is waived.

6. If the case is converted to Chapter 7, the Movant shall file a Certification of Default

with the court and the court shall enter an order granting the Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this

agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by the Movant of its

right to seek reimbursement of any amounts not included in this stipulation, including fees and costs,

due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date:

August 22, 2019

9/10/19

Date: 9/12/19

/s/ James C. Warmbrodt, Esquire

James C. Warmbrodt, Esquire

Attorney for Movant

Tracy Lynn Updike, Esquire

Attorney for Debtor

tor

Charles J. DeHart, III, Esquire

Chapter 13 Trustee